

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Mr. John Eric Wissler

**2. Registration Number**

7012

**3. Primary Address of Registrant**

6310 Maryview Street, Alexandria, VA 22310

**4. Name of Foreign Principal**

Andrew Cowan

**5. Address of Foreign Principal**

Level 14 NT House, 22 Mitchell Street DARwin NT 08, GPO  
Box 4396  
Darwin NT, Northern Territory  
AUSTRALIA 0801

**6. Country/Region Represented**

AUSTRALIA

**7. Indicate whether the foreign principal is one of the following:**☒ Government of a foreign country<sup>1</sup>☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

Department of the Chief Minister and Cabinet

b) Name and title of official with whom registrant engages

Andrew Cowan, Deputy Chief Executive Officer  
Department of the Chief Minister and Cabinet

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- |   |  |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal              | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal         | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal           | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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11. Explain fully all items answered "Yes" in Item 10(b).

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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>09/06/2021</u>	<u>John Eric Wissler</u>	<u>/s/John Eric Wissler</u>
<u>09/06/2021</u>	<u>John Eric Wissler</u>	<u>/s/John Eric Wissler</u>
<u>09/06/2021</u>	<u>John Eric Wissler</u>	<u>/s/John Eric Wissler</u>
<u>09/06/2021</u>	<u>John Eric Wissler</u>	<u>/s/John Eric Wissler</u>

**EXECUTION**

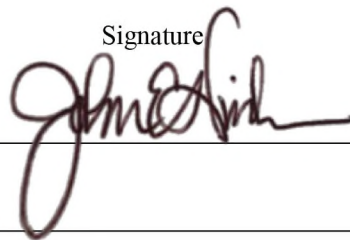
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Date

Printed Name

Signature

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____





U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  
Mr. John Eric Wissler

2. Registration Number  
7012

3. Name of Foreign Principal  
Andrew Cowan

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 04/19/2019
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

To date the only actions according to the contract have been providing strategic advice to the Northern Territory Government regarding the strategic value of the capabilities resident in the Northern Territory. On several Occasions I have represented the Northern Territory (NT) in visits with the Australian Ministry of Defence and associated Australian Defence Force organizations. Moving forward, the NT desires that I accompany them in visits to US Department of Defense officials to include uniformed personnel and thus my filing for foreign agent status.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The Date above is the initial date of Service on the NT Strategic Defence Advisory Board. There have been two updates to that Agreement. I intend to support the NT Government by engaging US Department of Defense Officials and uniformed personnel regarding the value of the NT training ranges and infrastructure in order to secure US DoD investments in the resident and future NT defence related air, sea, land, space, and cyberspace opportunities.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
------	---------	--------	---------

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☒ No ☐

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
08/09/2021	Northern Territory Government	Services during the Month of July 2021. Services for August 2021 have not yet been reimbursed.	\$ 3,158.94

\$ 3,158.94

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
------	-----------	---------	--------

<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
<u>09/06/2021</u>	<u>John Eric Wissler</u>	<u>/s/John Eric Wissler</u>
<u>09/06/2021</u>	<u>John Eric Wissler</u>	<u>/s/John Eric Wissler</u>
<u>09/06/2021</u>	<u>John Eric Wissler</u>	<u>/s/John Eric Wissler</u>
<u>09/06/2021</u>	<u>John Eric Wissler</u>	<u>/s/John Eric Wissler</u>

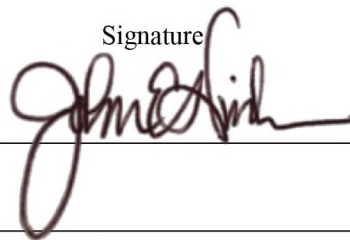
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Date

Printed Name

Signature







Department of  
**THE CHIEF MINISTER AND  
CABINET**

Level 14 NT House  
22 Mitchell Street Darwin NT 0800

Postal address  
GPO Box 4396  
Darwin NT 0801

E [andrew.cowan@nt.gov.au](mailto:andrew.cowan@nt.gov.au)

T 08 8999 5216

John Wissler  
JPW Solutions  
6310 Maryview Street  
Alexandria, VA 22310, USA

Dear John,

**Re: Offer to extend term of service period under the NT National Security Advisory Group  
Consultancy Deed**

The term of your current service period under the NT National Security Advisory Panel  
Consultancy Deed (the Deed) ceases on 2 September 2021.

Clause 2.2 of the Deed provides for the extension of the services period by mutual agreement.  
Please note any agreed extension is on the same terms and conditions as the original signed  
deed.

We are offering you the option to extend your services for a 12 month period to a new end date  
of 1 September 2022 (Schedule 1 Item 4 refers), with an option to a further 12 months following  
this period.

Please ACCEPT/ DECLINE

Signed: \_\_\_\_\_

Dated: 30 August 2021

Yours Sincerely,

A handwritten signature in blue ink, appearing to read "A Cowan".

Andrew Cowan  
Deputy Chief Executive Officer  
Department of the Chief Minister and Cabinet  
Dated: 30 August, 2021



# **CONSULTANCY DEED**

**DefenceNT**

## **NATIONAL SECURITY ADVISORY PANEL**

**20-1080-XX**

**Department of Trade, Business and Innovation**  
GPO Box 3200, Darwin NT 0801

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## CONSULTANCY DEED

### PARTIES

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**NORTHERN TERRITORY OF AUSTRALIA** care of its agency the Department of Trade, Business and Innovation (**ABN 84 085 734 992**) (**the Territory**)

**AND**

The person named at Item 1 (**the Consultant**)

### BACKGROUND

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- A. DefenceNT is a division of the Territory's agency the Department of Trade, Business and Innovation (**DTBI**). DefenceNT seeks to support the Department of Defence, National Security agencies and the defence community in the Northern Territory and facilitate opportunities for local industry and local workforce to participate in Defence and National Security work (**the Purpose**).
- B. DefenceNT seeks to engage the services of suitability qualified, experienced and knowledgeable Defence Specialists (**the Advisory Panel**) to consult, advise and assist in the Territory's strategic and operational engagement with the Department of Defence, the Australian Government, States and Territories and military allies for the Purpose, including exploring and facilitating opportunities, on an as needs basis.
- C. The Consultant possesses the background, qualifications, experience, subject matter knowledge, standing and/or specialist expertise required to be a member of the Advisory Panel and can provide specialist advice and assistance to the Territory that will advance the Purpose.
- D. The Consultant has agreed to be a member of the Advisory Panel and deliver the Services on the terms and conditions set out in this Deed.

### AGREED TERMS

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#### 1. DEFINITIONS AND INTERPRETATION

##### 1.1 Defined Terms

In this Deed, unless a contrary intention appears:

- (a) **Act** means the *Information Act 2002 (NT)*;
- (b) **Agreed Expenses** means the disbursements and expenses specified in Item 8, payable by the Territory to the Consultant under this Deed;
- (c) **Associate** means a person who is associated with the Consultant because:
  - (a) they have a family relationship; or
  - (b) they are in partnership; or
  - (c) one is a company and the other is a director or manager of the company; or
  - (d) they are related companies; or
  - (e) one is a private company and the other is a shareholder in the company; or
  - (f) a chain of relationships can be traced between them under one or more of the above paragraphs;
- (d) **Business Day** means a day which is not a Saturday, Sunday or Public Holiday in Darwin in the Northern Territory;
- (e) **Commencement Date** means the date on which the Services will commence specified in Item 5.



- (f) **Confidential Information** means any Information received or otherwise acquired by the Consultant from the Territory, its employees, agents or contractors in the course of performing the Services, including Information:
- (i) which is by its nature confidential;
  - (ii) which is designated as confidential by the person by or for whom the information is provided;
  - (iii) which the Consultant knows, or ought to know, is confidential;
  - (iv) which is Personal Information;
  - (v) which is agreed between the parties after the Date of this Deed as constituting Confidential Information for the purposes of this Deed,
- and includes the terms (but not the existence) of this Deed, but excludes Information which:
- (vi) is or becomes public knowledge other than by:
    - A. fault of a party;
    - B. breach of this Deed; or
    - C. any other unlawful means;
  - (vii) was already in the possession of the party who receives the Information (the "**Receiving Party**") without restriction in relation to disclosure before the other party gave it to the Receiving Party; or
  - (viii) had already been independently developed or acquired by the Receiving Party before the other party gave it to the Receiving Party;
- (g) **Date of this Deed** means the date the last party to sign this Deed does so;
- (h) **Deed** means this document, and a reference to a recital, clause, schedule, item, attachment or annexure is a reference to a recital, clause, schedule, item, attachment or annexure of or to this Deed, and all clauses, schedules, items, attachments and annexures form part of this Deed;
- (i) **Deed Information** means all Information:
- (i) brought into existence under or in accordance with this Deed or for the purpose of performing a party's obligations under this Deed;
  - (ii) incorporated in, supplied or required to be supplied along with the Information referred to in clause 1.1(i)(i); or
  - (iii) copied or derived from Information referred to in clauses 1.1(i)(i) or 1.1(i)(ii); and
- (j) **Direct Interest** means a matter in which the Consultant is or may become directly (personally, administratively or financially) involved in the business, management or conduct of, including through ownership of assets, shares or other interests, or by having any control or authority over;
- (k) **End Date** means the date specified in Item 5, or such other date as is determined in accordance with the terms of this Deed;
- (l) **Indirect Interest** means a matter that an Associate is or may become (personally, administratively or financially) involved in the business, management or conduct of, including through ownership of assets, shares or other interests, or by having any control or authority over;
- (m) **Information** includes documents, software, information and data stored, provided or disclosed by any means, whether electronic, written or otherwise, and where relevant, includes information provided verbally or visually;

- (n) **Intellectual Property** means all intellectual property rights including patents, copyright, registered designs, trademarks and any right to have Confidential Information kept confidential;
- (o) **Item** means an Item in Schedule 1 of this Deed;
- (p) **Personal Information** means all information about a person that is "personal information" as defined in the Act which is collected and/or handled by any of the parties in connection with this Deed;
- (q) **Privacy Laws** means:
  - (i) the Act; and
  - (ii) the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies to any of the parties to this Deed; and
- (r) **Schedule of Rates** means the rates specified in Item 7 payable by the Territory to the Consultant under this Deed;
- (s) **Services** means the services, duties and responsibilities described in Item 4, and includes all work, functions, outputs, deliverables and other requirements of or incidental to the Services or which are necessary for the proper performance and provision of the Services for the Purpose;
- (t) **Term** means the term of this Deed pursuant to clause **Error! Reference source not found.**;
- (u) **Territory Information** means any Information provided by the Territory to the other party directly or indirectly for the purposes of this Deed, or which is copied or derived from Information so provided, and includes all Confidential Information; and
- (v) **Travel** means the travel specified in Item 6.

## 1.2 Interpretation

In this Deed, unless the contrary intention appears:

- (a) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (b) words importing the singular number include the plural number and vice versa;
- (c) the word "including" is not a word of limitation, and is to be interpreted as though it were immediately followed by the words "but not limited to";
- (d) where a clause in this Deed provides that an action requires consent, approval, Deed, authorisation, permission or words of similar effect ("**Consent**"), then that Consent will be given or obtained in writing to be effective;
- (e) if an act will be done on a day which is not a Business Day, that act will be done on the immediately following Business Day;
- (f) headings and sub-headings have been included for ease of reference only and this Deed is not to be construed or interpreted by reference to such headings or sub-headings;
- (g) a reference to party or parties means a party or the parties to this Deed and includes the party's successors and permitted substitutes or assigns (including, where applicable, any party's legal personal representative, guardian, executor, administrator, transferee, assignee, agent, liquidator or trustee in bankruptcy), all of whom are, respectively, bound by this Deed;
- (h) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
- (i) a reference to a person, partnership, body corporate, unincorporated body, government or local authority or agency or other entity includes any of them;

- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a reference to a Deed or document (including, without limitation a reference to this Deed) is to the Deed or document as amended, varied, supplemented, notated or replaced, except to the extent prohibited by the Deed or that other Deed or document;
- (l) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it; and
- (m) a reference to dollars and \$ is to Australian currency.

### **1.3 Conflict and precedence**

If there is a conflict between any Background clause (recital), clause, schedule, item, attachment or annexure in this Deed, the provisions or documents will be interpreted in the following order of priority from highest to lowest, and the terms of a higher ranked provision or document will prevail over a lower ranked provision document to the extent of the inconsistency:

- (a) clauses of this Deed;
- (b) Schedule 1;
- (c) Attachments;
- (d) Background clauses (recitals);
- (e) documents incorporated into this Deed by reference.

## **2. SERVICES PERIOD**

### **2.1 Period of Services**

The Services:

- (a) commence on the Commencement Date; and
- (b) unless earlier terminated or extended in accordance with this Deed, expires on the End Date.

### **2.2 Extension**

At the Territory's election in writing, this Deed may be extended by a term mutually agreed to by each party, and the terms of this Deed will continue to apply for that extended term.

## **3. WARRANTIES**

The Consultant warrants that:

- (a) it is not bound by confidentiality or other legal or moral obligations to any third party that may impact or inhibit its ability to effectively perform the Services under this Deed; and
- (b) it possesses the background, qualifications, experience, subject matter knowledge, standing and specialist expertise represented by it to the Territory and required to be a member of the Advisory Panel, on which the Territory relies, to provide specialist advice and assistance to the Territory for the Purpose.

## **4. PANEL ARRANGEMENT**

The Consultant acknowledges and agrees that:

- (a) it is a member of a panel and standing arrangements have been entered into with more than member of the panel for provision of the same or similar services;

- (b) members of the Advisory Panel have been selected on the basis of their background, qualifications, experience and specialist expertise in various different areas relevant to Department of Defence activity;
- (c) services will be sought from Advisory Panel members by the Territory at its discretion on the basis of the Territory's opinion which member or members are the best fit to meet the individual requirement at the relevant time;
- (d) there is no guarantee of any or any particular quantity or frequency of work under this Deed; and
- (e) the Territory may appoint additional consultants to the Advisory Panel at any time at its discretion.

## **5. PUBLIC ACCOUNTABILITY**

The Consultant acknowledges and agrees that:

- (a) the Territory may do anything in connection with this Deed for compliance with the Territory's public accountability responsibilities, including legislative obligations under privacy and freedom of information laws and the *Independent Commissioner Against Corruption Act 2017 (NT) (ICAC Act)*; and
- (b) the Consultant acknowledges that it is a "public body" for the purposes of the ICAC Act with respect to the Services and is subject to mandatory obligations under that Act to report suspected improper conduct.

## **6. CONDUCT OF THE SERVICES**

- (a) During the Term, the Consultant must perform the Services when and in a manner reasonably required by the Territory.
- (b) The Services may require, and the Consultant must make themselves available for, Travel, provided that the Territory has given the Consultant a minimum of one (1) months' notice of the proposed Travel dates.
- (c) Without limiting any other provision of this Deed:
  - (i) the Consultant agrees that it will use its best endeavours to meet a requirement for Services as and when requested by the Territory; and
  - (ii) the Consultant must keep the Territory adequately informed of significant periods in which the Consultant is, or may be, unavailable to perform or fulfil the Services during the Term.
- (d) The Consultant must perform the Services:
  - (i) with all due care, skill and diligence;
  - (ii) in an ethical manner and to the highest professional standards;
  - (iii) while exercising the utmost good faith;
  - (iv) in collaboration with other Advisory Panel members in a manner that aims to advance the Purpose;
  - (v) in accordance with the Territory's reasonable directions; and
  - (vi) subject to the terms of this Deed.
- (e) Other than as expressly authorised by the Territory, the Consultant has no authority to, will not and cannot:
  - (i) enter into any contracts or other legal documents or any commitments, undertakings or other arrangements in the name of or on behalf of the Territory; or
  - (ii) take any act or step to bind or commit the Territory in any manner.



- (f) Subject to the terms of this Deed, the Consultant performs the Services as an independent contractor in accordance with the Consultant's own methods, the terms of this Deed and applicable laws and regulations.

## **7. SECURITY CLEARANCES**

- (a) The Consultant must ensure that it obtains, maintains and provides to the Territory, any visa, work permit or security checks or clearances required by the Territory from time to time for the Consultant to perform the Services.
- (b) If the Consultant:
  - (i) fails to provide any visa, work permit or security checks or clearances when required by the Territory; or
  - (ii) has a criminal history record that reveals a conviction of an offence or is subsequently charged with or convicted of an offence, which in the opinion of the Territory indicates the Consultant is unsuitable for the Services,the Territory may, in its absolute discretion, take action pursuant to clause 19.2 and the Consultant will not have any claim to compensation by reason of any such action.

## **8. PERSONAL PERFORMANCE**

The Consultant must:

- (a) personally perform the entirety of the Services; and
- (b) not delegate, sub-contract or otherwise assign the Services, either in whole or in part.

## **9. PAYMENT**

- (a) In consideration for performing the Services, the Territory will pay the Consultant in accordance with the Schedule of Rates (including travel), together with the Agreed Expenses, on receipt of an undisputed itemised GST-compliant tax invoice from the Consultant.
- (b) Tax invoices submitted by the Consultant must:
  - (i) be rendered within seven (7) days of performance of the Services or the Territory requesting an invoice;
  - (ii) detail the number of hours and days spent by the Consultant on the Services, which must be supported by contemporaneously maintained timesheets;
  - (iii) separately set out amounts claimed for Agreed Expenses, substantiated with original receipts or invoices; and
  - (iv) contain such other details as the Territory may from time to time require.
- (c) The Territory will not be liable to pay to the Consultant any cost, fee, disbursement or expense other than those expressly set out in this Deed, including unsubstantiated expenses.
- (d) Any disputes regarding tax invoices will be dealt with pursuant to clause 20.
- (e) Notwithstanding any other provision of this Deed, the Territory will not be liable to pay for any period:
  - (i) not actually worked by the Consultant;
  - (ii) not substantiated by contemporaneously maintained timesheets; or
  - (iii) not authorised by the Territory.



## **10. TRAVEL AND OTHER EXPENSES**

- (a) The Consultant acknowledges that the Services may require travel within Australia.
- (b) The booking of travel and accommodation is the responsibility of the Consultant, the need for which and the cost of which is subject to the prior approval of the Territory on production by the Consultant of an acceptable quote, which approval must be obtained by the Consultant prior to booking, and will be reimbursed in accordance with this Deed.
- (c) All Travel must be consistent with the Territory's travel policy framework (at <https://ntgcentral.nt.gov.au/travel-policy-framework>).
- (d) Notwithstanding any other provision of this Deed, the Territory will not be liable to pay for entertainment expenses, meals, alcohol, or business or first class travel unless identified as Agreed Expenses or otherwise expressly consented to by the Territory in writing.

## **11. CONFLICT OF INTEREST**

- (a) The Consultant has a conflict of interest if the Consultant has a Direct Interest or an Indirect Interest (**Conflict**).
- (b) The Consultant warrants that, at the Date of this Deed, to the best of the Consultant's knowledge, no Conflict exists or is likely to arise in the performance of the Consultant's obligations under this Deed.
- (c) If, during the Term, the Consultant becomes aware of a potential, perceived, or actual Conflict, the Consultant must immediately disclose the nature and extent of the interest or matter that gives rise to the potential, perceived, or actual Conflict to the Territory, and the steps the Consultant proposes to take to resolve or deal with the Conflict.
- (d) If the Conflict is not of a nature that it can be resolved or dealt with, or the parties are unable to reach agreement within ten (10) Business Days of notification pursuant to clause 11(c), the Territory may, in its absolute discretion, take action pursuant to clause 19.2 and the Consultant will not have any claim to compensation by reason of any such action.
- (e) Information provided by the Consultant under clause 11(c) will be treated as confidential by the Territory.

## **12. CONFIDENTIAL INFORMATION AND PRIVACY**

### **12.1 Confidential Information**

- (a) Subject to subclause 12.1(c), the Consultant will not, without the prior written consent of the Territory, use or disclose any Confidential Information.
- (b) In giving written consent to use or disclose its Confidential Information, the Territory may impose such conditions as it thinks fit, and the Consultant agrees to comply with those conditions.
- (c) The obligations on the Consultant under this clause 12 will not be breached where that Confidential Information:
  - (i) is disclosed by the Consultant to its employees solely in order to comply with obligations, or to exercise rights, under this Deed, or is disclosed to the Consultant's internal management personnel, solely to enable effective management or auditing of Deed-related activities;
  - (ii) is required by law to be disclosed;
  - (iii) is in the public domain otherwise than due to a breach of this clause 12.

## **12.2 Protection of Personal Information**

The Consultant must:

- (a) deal with all Personal Information collected or obtained pursuant to this Deed in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation;
- (b) ensure that any other person who may have access to Personal Information held by the Consultant for the purpose of this Deed, is aware of and undertakes to not access, use, disclose or retain Personal Information except in performing their duties as they relate to this Deed;
- (c) collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling the Consultant's obligations under this Deed;
- (d) at the expiration or earlier termination of this Deed, or such longer period as any Personal Information is required to be held or retained by the Consultant pursuant to this Deed, either return to the Territory, or at the Territory's request, delete or destroy, all Personal Information received, created or held by the party for the purposes of this Deed; and
- (e) indemnify the Territory in respect of any claim, liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Consultant under this clause 12.

## **12.3 Survival**

This clause 12 will survive the expiration or earlier termination of this Deed.

## **13. INTELLECTUAL PROPERTY**

### **13.1 Intellectual Property**

- (a) Ownership of all Territory Information remains vested at all times in the Territory.
- (b) The Consultant must ensure that Territory Information is used, copied, supplied or reproduced only for the purposes of fulfilling the Consultant's obligations under this Deed and for no other purpose.
- (c) If the Territory advises the Consultant of any restrictions or conditions attached to Territory Information, the Consultant must only use that Territory Information in accordance with those conditions.
- (d) On the expiry or sooner termination of this Deed, the Consultant must return to the Territory, or delete or destroy (at the Territory's option) all Territory Information remaining in the possession of the Consultant to the Territory.
- (e) The Intellectual Property in all Deed Information will vest solely in the Territory. The Territory has the right to use such Deed Information for any purpose it may require.
- (f) The Territory grants to the Consultant a permanent, irrevocable, royalty-free, non-exclusive licence (including a right of sub-licence) to use, copy, modify and exploit the Deed Information for the sole purpose of performing the Services during the Term, and not for any other purpose.
- (g) On the expiry or sooner termination of this Deed, if requested by the Territory, the Consultant must deliver all Deed Information in the Consultants possession or control to the Territory.
- (h) If requested by the Territory to do so, the Consultant must bring into existence, sign, execute or otherwise deal with any document, which may be necessary or desirable to give effect to this clause.

- (i) The Consultant warrants that the Consultant is entitled, or will be entitled or will procure that it is entitled at the relevant time, to deal with the Intellectual Property in any Deed Information in the manner provided for in this clause.

### 13.2 Survival

This clause 13 will survive the expiration or earlier termination of this Deed.

## 14. GST (GOODS AND SERVICES TAX)

- (a) Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)* will have the meaning which it has in the GST Act.
- (b) You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Deed, except as provided by this Deed.
- (c) The Schedule of Rates is GST exclusive.
- (d) If you are registered or required to be registered for GST, we must pay you the GST payable in respect of a Taxable Supply under this Deed, which is calculated at the rate of GST applicable at the relevant time, at the same time as making the payment.
- (e) If, for any reason, including:
  - (i) any amendment to the GST Act;
  - (ii) the issue of a ruling or advice by the Commissioner of Taxation as defined in the GST Act;
  - (iii) a refund in respect of a supply made under this Deed;
  - (iv) a decision of any tribunal or court; or
  - (v) a change in your registration status for GST purposes,
 the GST amount paid by us differs from the amount of GST paid or payable by you to the Commissioner of Taxation, we must issue an appropriate recipient created adjustment note, and we must pay you, or you must pay us, any difference within fourteen (14) calendar days, as the case may be.
- (f) The parties agree to exchange such information as is necessary to enable each party to accurately assess its rights and obligations under this clause.
- (g) If you cease to be registered for GST at any time during the Term, you must notify us of the cessation of your GST registration within seven (7) calendar days.
- (h) If you are not, or are not required to be, registered for GST:
  - (i) clauses 14(d), 14(e), and 14(g) do not apply; and
  - (ii) you must notify us within seven (7) calendar days of becoming, or becoming required to be, registered for GST during the Term.

## 15. PAY AS YOU GO WITHHOLDING

- (a) For the purposes of this Clause unless the context otherwise requires:
  - (i) **PAYG Act** means *A New Tax System (Pay As You Go) Act 1999*;
  - (ii) **PAYG instalments** means an amount the Supplier is liable to pay under the PAYG Act;
  - (iii) **PAYG withholding** means the withholding amount a recipient of a supply is obligated to withhold in accordance with the PAYG Act;
  - (iv) **Voluntary Deed** means a Deed for the purposes of section 12-55 of the PAYG Act and one that meets the requirements set down by the Commonwealth Commissioner of Taxes for the purposes of that section.



- (b) The Consultant acknowledges that the Consultant is eligible to enter into a Voluntary Deed for the purposes of PAYG withholding, but has decided not to. The Consultant warrants to the Territory that the Consultant must:
  - (i) make their own arrangements in respect of PAYG instalments; and
  - (ii) indemnify and keep indemnified the Territory from and against any loss, penalties, costs and expenses which the Territory may incur under or in connection with section 16-35 or any other provision of the PAYG Act, for not withholding any payment made to the Consultant.

## **16. INDEPENDENT CONTRACTOR**

### **16.1 Independent Contractor**

- (a) The Territory contracts with the Consultant to perform the Services in accordance with this Deed as an independent contractor and not as an employee.
- (b) The Consultant will not be or become an employee of the Territory by virtue of this Deed and the terms and conditions of any industrial award or industrial deed will not apply.
- (c) Under this Deed the Consultant has no entitlement to and will not have any claim against the Territory in respect of any employment related entitlements including annual leave, public holidays, personal/carer's leave, long service leave, superannuation or otherwise, nor in respect of any claims under workers' compensation legislation.

### **16.2 Income Tax & Superannuation Contributions**

- (a) The parties acknowledge and agree that the nature of the relationship between the Consultant and the Territory is such that the Consultant is liable for, the payment of income tax and superannuation contributions ("**taxes and contributions**").
- (b) In the event that:
  - (i) the Consultant is deemed by law to be an employee of the Territory under or for the purposes of any legislation with respect to the payment of taxes and contributions; and
  - (ii) the Territory is or becomes required by law to pay taxes and contributions with respect to the Consultant,the Consultant agrees the payment under this Deed is inclusive of taxes and contributions, and indemnifies, and shall keep indemnified, the Territory against any payment, claim, demand, charge, penalty, interest, cost and expense which the Territory may sustain or incur or be or become liable for in respect of the taxes and contributions.
- (c) The Territory may deduct from or set off against monies otherwise payable to the Consultant an amount equal to any amount the Territory is, in the opinion of the Territory, obligated or possibly obligated, to pay to the Commonwealth of Australia (or any officer of the Commonwealth) pursuant to the *Income Tax Assessment Act 1936 (Cth)* or any other similar legislation of the Commonwealth or the Territory and that any such payment will be deemed for all purposes to be due payment of that amount to the Consultant under this Deed.

## **17. INSURANCE, RISK, RELEASE AND INDEMNITY**

### **17.1 Insurance**

- (a) The Consultant must take out and keep in force, for so long as any obligations remain in connection with this Deed, insurance policies in sufficient amounts to insure for its risks and liabilities in connection with this Deed (such as workers compensation or income protection, travel, professional indemnity (including run off cover), and loss,

damage or theft of property) and provide us with written proof from its insurers if requested.

- (b) The Consultant must not do or omit to do or permit to be done or omitted any act where any insurance required under this clause may be rendered void or voidable.
- (c) Where the Territory advises the Consultant in writing that the requirement to hold professional indemnity insurance is waived, the Consultant is not obliged to hold professional indemnity insurance under sub-clause (a).

## **17.2 Risk**

The Consultant accepts all risks in respect of this Deed, including the risk of:

- (a) all liabilities associated with:
  - (i) occupational health and safety;
  - (ii) environmental issues;
  - (iii) payments and liabilities to third parties;
  - (iv) personal injury;
  - (v) travel;
  - (vi) taxes and superannuation; and
  - (vii) damage or loss of the Consultant's personal property and equipment; and
- (b) compliance with all laws relating to its obligations under this Deed.

## **17.3 Release**

The Consultant releases to the full extent permitted by law, the Territory and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as "those released") from all responsibility or liability for the risks referred to in clause 17.2, loss of or damage to any property, or injury or death to any person, arising out of any involvement of those released pursuant to this Deed.

## **17.4 Indemnity**

The Consultant indemnifies (and keeps indemnified) the Territory and its officers, employees, agents, sub-contractors, visitors and invitees (in this clause referred to as 'those indemnified') against any:

- (a) loss, damage or other liability incurred by those indemnified; and
- (b) loss or expense incurred by those indemnified in dealing with any claim against them, (including legal costs on a solicitor and own client basis),

that is caused by or arises from:

- (c) the risks referred to in clause 17.2;
- (d) an act or omission by the Consultant in connection with this Deed or the Services, except to the extent the Territory is legally liable for the loss, damage or other liability as a result of its own negligence act or omission; and/or
- (e) a failure by the Consultant to comply with any or all of the Consultant's obligations under this Deed.

## **18. COMPLIANCE WITH LAWS**

Throughout the Term, the Consultant must comply, at the Consultant's own cost and expense, with the provisions of any relevant statutes, regulations and by-laws in force from time to time, and the lawful requirements of any public, municipal or other authority so far as the same may affect or apply to the Consultant or the Services.



## **19. TERMINATION OF DEED**

### **19.1 Termination for breach**

- (a) A party (the “**Aggrieved Party**”) may terminate this Deed immediately by written notice to the other party (the “**Defaulting Party**”) if the Defaulting Party has breached any provision of this Deed, and the Defaulting Party has failed to comply with a notice provided by the Aggrieved Party requiring that the Defaulting Party remedy the breach within the time specified in the notice (such time being a reasonable period of time according to the nature of the breach), or having received such a notice, the Defaulting Party commits a further breach of the same or similar obligations, whether or not the original breach has been rectified.

### **19.2 Rights of Territory to Terminate**

- (a) The Territory may immediately terminate this Deed by written notice to the Consultant in the following circumstances:
  - (i) the Consultant becomes bankrupt or makes any arrangement or composition with the Consultant’s creditors, or the Territory reasonably suspects that this has occurred or is likely to occur;
  - (ii) the Consultant is charge with, or convicted of, a criminal offence;
  - (iii) the Consultant is, in the opinion of the Territory, incapable, unable, unwilling, or no longer suited to, carrying out the Services in full or in part by reason of inability, incompetence, misconduct, physical or mental incapacity, failing to disclose or adequately manage a conflict, or behaviour inconsistent with the Services, Purpose or intention of the Advisory Panel;
  - (iv) in the opinion of the Territory, the Consultant has unreasonably or repeatedly failed to meet any of its obligations in this Deed; or
  - (v) where any clause in this Deed provides that this clause 19.2 applies.

### **19.3 Effects of Termination**

- (a) On termination, the parties will:
  - (i) cease performance of their obligations under the Deed; and
  - (ii) immediately do everything possible to mitigate all losses, costs and expenses, arising from the termination.
- (b) Termination of this Deed does not affect any right or liability of a party accrued prior to termination, nor will it affect the coming into force, or the continuation in force, of any provision of this Deed that is expressly, or by implication, intended to come into or continue to be in force on or after the termination.
- (c) On termination, the Territory is not obliged to pay any further amount to the Consultant, except to the extent that those monies have already been reasonably incurred for performance of the Services prior to termination.

## **20. DISPUTE RESOLUTION**

### **20.1 Disputes**

Each party will follow the procedures in this clause 20 before starting court proceedings (except for urgent injunctive or declaratory relief).

### **20.2 Notice of Dispute**

Any party to this Deed who wishes to claim that a dispute has arisen will give written notice to the other party setting out details of the dispute.

### **20.3 Meeting of Parties**

Within five (5) Business Days of the provision of the written notice, the parties will meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute, including by:

- (a) referring the matter to personnel who may have authority to intervene and direct some form of resolution; and/or
- (b) attempting to agree upon a process for resolving the whole or part of the dispute through means other than litigation, such as further negotiations, mediation, conciliation or independent expert determination.

### **20.4 Appointment of Mediator**

- (a) If the dispute is not resolved within the following five (5) Business Days (or within such further period as the parties may agree is appropriate) then one or both parties will nominate a mediator to determine the Dispute.
- (b) If the parties fail to agree to the identity of a mediator five (5) Business Days of a party nominating a mediator, then either or both of the parties may refer the matter to the President for the time being of the Law Society of the Northern Territory who will nominate a mediator to mediate the Dispute.
- (c) It is a condition precedent to the right of either party to commence litigation other than for interlocutory relief that it has first offered to submit the dispute to mediation.

### **20.5 Parties to Perform Obligations**

Notwithstanding the existence of a dispute, each party must continue to perform its obligations under this Deed.

## **21. NOTICES**

### **21.1 Form and Service of Notices**

- (a) The parties can communicate with each other in relation to this Deed via face to face meetings, by telephone, letter or email.
- (b) Any notice, approval, consent, demand or other communication required or permitted to be given under this Deed will be in writing and given in one of the following ways:
  - (i) by hand delivering to the relevant person;
  - (ii) by sending a letter through registered mail to the relevant address for service;
  - (iii) by sending an electronic mail to the relevant email address,specified in Item 2 and Item 3, or such other person, address or email address as may be advised by a party in writing from time to time.

### **21.2 Receipt of Notices**

- (a) A notice given under clause 21.1 is deemed to be given, in the case of:
  - (i) hand delivery, immediately on delivery;
  - (ii) registered mail, on the third Business Day after posting; and
  - (iii) email, on receipt by the sender of the email of a notification that the message has been received at the addressee's mailbox, subject to no notification being sent by or on behalf of the addressee advising that the addressee is "out of office" or similar,

but if such delivery or receipt is later than 4.00pm (addressee's time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.

## **22. GENERAL**

### **22.1 No Merger**

Notwithstanding the termination or sooner expiry of this Deed, all provisions of this Deed which are capable of taking effect after termination or sooner expiry will continue to remain in full force and effect.

### **22.2 Governing Law**

This Deed is governed by and construed in accordance with the laws of the Northern Territory of Australia and the Courts of the Northern Territory at Darwin have jurisdiction to entertain any action in respect of, or arising out of, this Deed.

### **22.3 Warranties by parties**

Each of the parties warrant that they are properly established and constituted at law, and have power and authority to enter into this Deed.

### **22.4 No Assignment**

A party cannot assign, transfer or otherwise deal with this Deed or any rights or obligations under this Deed without the prior written consent of the other party.

### **22.5 Entire Deed**

This Deed constitutes the entire Deed and understanding between the parties, and will take effect according to its tenor despite:

- (a) any prior Deed in conflict or at variance with this Deed; or
- (b) any correspondence or other documents relating to the subject matter of this Deed which may have passed between the parties prior to the Commencement Date and which are not included in this Deed.

### **22.6 Amendments**

Except as expressly provided for in this Deed, this Deed cannot be amended or added to unless the amendment or addition is in writing and signed by the Territory and the Consultant.

### **22.7 Severance**

If a court determines that a word, phrase, sentence, paragraph or provision in this arrangement is unenforceable, illegal or void then it will be severed and the other provisions of this arrangement will remain operative.

### **22.8 Waiver and Time**

- (a) This Deed and the rights and obligations set out in this Deed will not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession by one party to another party or to any other person whomsoever or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of a party or by any omission or neglect or any other dealing, matter or thing which, but for this clause could or might operate to abrogate, prejudice or affect the rights of a party or obligations of a party.
- (b) Waiver of any provision of or right under this Deed will be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.
- (c) Time is of the essence for all obligations under this Deed.

### **22.9 Costs and Stamp Duty**

The parties will each pay their own costs of and incidental to the negotiations for and the preparation and execution of this Deed, and the Territory will bear any costs of stamping of this Deed.

## 22.10 Counterparts

This Deed may be signed in any number of counterparts and all such counterparts when taken together constitute one instrument.

## 22.11 Further Acts

Each party must promptly do and perform all acts and execute and deliver all documents (in a form and context reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to this Deed.

# SIGNING SECTION

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**Executed** by the parties as a Deed:

**SIGNED SEALED AND DELIVERED** by

.....  
for and on behalf of the **NORTHERN**  
**TERRITORY OF AUSTRALIA** pursuant to a  
delegation under the *Contracts Act 1978* in the  
presence of:

)

)

)

)

.....  
Signature

Date: ..... 2020

.....  
Signature of Witness

.....  
Name of Witness

**SIGNED SEALED AND DELIVERED** by

John E. Wissler

.....  
in the presence of:

)

)

  
.....  
Signature

Date: 1 September ..... 2020

.....  
Signature of Witness

.....  
Full name of Witness



## SCHEDULE 1 ITEMS

Item	Detail
<b>Item 1 Consultant</b>	<b>John E. Wissler</b>
<b>Item 2 Consultant's Address for Service of Notices</b>	Physical address: <b>6310 Maryview St, Alexandria, VA 22310 USA</b> Postal address: <b>6310 Maryview St, Alexandria, VA 22310 USA</b> Email: <b>john.wissler@jpw-solutions.com</b>
<b>Item 3 Territory's Address for service of Notices</b>	Contact Person: Shaun Drabsch Contact Person position: Chief Executive Officer Physical address: Level 5 Charles Darwin Centre, 19 the Mall, Darwin NT 0800 Postal Address: GPO Box 3200, Darwin NT 0801 Email: <a href="mailto:OCEO.DTBI@nt.gov.au">OCEO.DTBI@nt.gov.au</a>
<b>Item 4 Services</b>	A 12 month workplan will be agreed between yourself and the Senior Director Defence and National Security once this contract is in force.  We have agreed that you will commit a minimum of 20 working days over the initial 12 month period.  Any additional time over this 20 working days will be paid at the nominated Schedule of Rates.
<b>Item 5 Services Period</b>	<b>Commencement Date:</b> date of contract signature by both parties. <b>End Date:</b> 12 months from the signature date (options for 2x12 month extensions as per the contract).
<b>Item 6 Travel</b>	It is expected that travel will be required (domestic and international once possible post-COVID 19).  All domestic travel less than 3 hours flight duration will be economy class, any travel with flight time of more than 3 hours will be business class.  A travel plan will be agreed between yourself and the Senior Director Defence and National Security in accordance with the agreed workplan. Ad hoc travel will be agreed between the two parties as required.
<b>Item 7 Schedule of Rates</b>	Where the Consultant works:  (a) For a period of less than two (2) hours on any particular day, an hourly fee of \$300.00 (GST exclusive);  (b) for a period between two (2) hours to four (4) hours on any particular day, a half daily fee of \$1,250.00 (GST exclusive); or



	(c) for a period in excess of four (4) hours on any particular day, a daily fee of \$2,500.00 (GST exclusive).
<b>Item 8 Agreed Expenses</b>	Taxi/shuttle/rideshare service expenses necessarily incurred in relation to travel required by the Territory for the purpose of the Services.